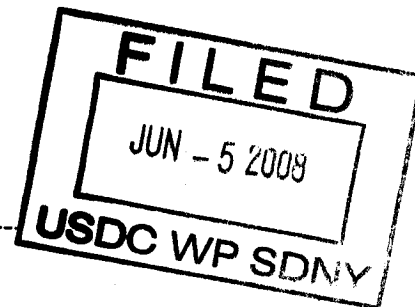


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MICHAEL J. MALLON



COMPLAINT

Plaintiff,

-against-

08 CIV. 5182

MANN BRACKEN, LLC

JUDGE SCHEINDLIN

Defendant.

**COMPLAINT FOR VIOLATIONS
OF THE FAIR DEBT COLLECTION PRACTICES ACT**

Plaintiff Michael J. Mallon by and through her attorney, Kleinman LLC, files this complaint against defendant Mann Bracken LLC. for its violations of the Fair Debt Collection Practices Act.

Introduction

1. This action seeks redress for the illegal practices of Defendant, Mann Bracken LLC, concerning the collection of debt, in violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* ("FDCPA").

Jurisdiction and Venue

2. This Court has Federal question jurisdiction under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.

3. Venue is proper in this District because the acts and transactions that give rise to this occurred, in substantial part, in this District. Additionally, Mallon resides in this District and the Defendant transacts business here.

4. Michael J. Mallon is a citizen of the State of New York, Bronx County who resides in this District.

5. Michael J. Mallon is a "Consumer" as that term is defined by § 1692(a)(3) of the FDCPA in that the alleged debt that the Defendant, Mann Bracken, LLC, sought to collect from her is a consumer debt, purportedly originally owed to Chase Bank USA, N.A.

6. Upon information and belief, Defendant Mann Bracken, LLC, is an active Limited Liability Company, licensed by the City of New York Department of Consumer Affairs as a debt collection agency.

7. Defendant, Mann Bracken, LLC is regularly engaged in the collection of debts allegedly owed by consumers.

8. Defendant, Mann Bracken, LLC is a "Debt Collector" as that term is defined by § 1692(a)(6) of the FDCPA and maintains New York City Department of Consumer Affairs Debt Collection Agency license number 1268014.

9. On or about June 8, 2007 plaintiff received an unsigned mass produced computer generated collection letter from Mann Bracken, LLC which attempted to collect a debt on behalf of Chase Bank USA, N.A. Exhibit A.

10. Upon information and belief, neither defendant nor any attorney reviewed the consumer's account prior to the date of the letter at issue.

11. Said letter stated: "Depending upon your account agreement with the creditor, interest, late charges and other charges may continue to accrue on your account.

Therefore, the amount due on the date you pay may be greater." Exhibit A.

12. Said language evidences that there has not been the requisite review by an

attorney as an attorney is charged with knowing whether the account agreement with its client provides for the imposition of interest, late charges and other charges.

AS AND FOR A FIRST CAUSE OF ACTION

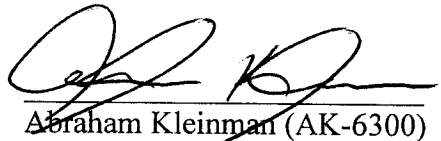
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

13. Mallon realleges and incorporates herein by reference, all the foregoing paragraphs as if set forth fully herein.
14. Upon information and belief, the June 8, 2007 collection letter is a form letter sent by Mann Bracken, LLC to the Plaintiff.
15. Collection letters, such as those sent by Defendant, Mann Bracken, LLC are to be evaluated by the objective standard of the hypothetical "least sophisticated consumer."
16. Sections 1692e(3) and 1692e(10) require an attorney debt collector to meaningfully review its correspondence prior to issuance to a consumer.
17. Section 1692g(a)(1) requires the debt collector's notice to contain the amount of the debt.
18. Defendant's violated the FDCPA. Defendant's violations include, but are not limited to, the following:
 - (a) Defendant violated 15 U.S.C. § 1692e(3) and 1692e(10) by falsely representing that an attorney was materially involved in the matter prior to issuing the collection letter at issue.
 - (b) Defendant violated 15 U.S.C. § 1692g(a)(1) by failing to notify the consumer of a sum certain due by stating "... the amount due on the date you pay may be greater."

WHEREFORE, the plaintiff requests that this Court grant the following relief in their favor, against Mann Bracken, LLC as follows:

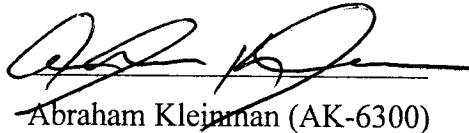
- a) The maximum statutory damages provided by section 1692k of the FDCPA against each defendant;
- b) Attorney's fees, litigation expenses and costs;
- c) Any other relief that this Court deems just and proper.

Dated: Uniondale, New York
June 5, 2008



Abraham Kleinman (AK-6300)
KLEINMAN LLC
RexCorp Plaza
Uniondale, New York 11556-0626
Telephone (516) 522-2621
Facsimile (888) 522-1692

Plaintiff requests trial by jury on all issues so triable.



Abraham Kleinman (AK-6300)

MB
MANN BRACKEN, LLC
ATTORNEYS AT LAW

PRINCIPAL OFFICE:
ONE PACES WEST STE 1400
222 PACES FERRY RD
ATLANTA, GA 30335
MAIN (404) 252-1400
FAX (404) 252-1400

NEW ATLANTIC OFFICE:
1951 GALLOWAY RD STE 340
VIENNA, VA 22182
MAIN (703) 285-4070
FAX (703) 285-4070

CAROLINA OFFICE:
227 WEST TRADE ST STE 1510
CHARLOTTE, NC 28202
MAIN (771) 891-2000
FAX (771) 891-2000

TENNESSEE OFFICE:
225 10TH AVE S, STL 022
NASHVILLE, TN 37203
MAIN (615) 275-1000
FAX (615) 275-1000

TEXAS OFFICE:
1400 LBJ FREEWAY
1540 ONE LINCOLN CTR
DALLAS, TX 75240
MAIN (972) 755-1000
FAX (972) 755-1000

June 8, 2007

PERSONAL & CONFIDENTIAL

Michael J Mallon
40 ADRIAN AVE
BRONX, NY 10463

Name of Creditor: Chase Bank USA, N.A.
Account Number: 5369935000151093
Balance: \$4058.44
Mann Bracken No.: 70550100

Dear Michael J Mallon :

The above referenced account has been referred to this firm for collection. The Balance above is the amount owed as of the date of this letter. Depending upon your account agreement with the creditor, interest, late charges and other charges may continue to accrue on your account. Therefore, the amount due on the date you pay may be greater. If you pay the Balance above and an additional payment is required for your account to be closed as paid in full, we will attempt to contact you again.

The original contract you entered into with Chase Bank USA, N.A. or with the predecessor or assignor of Chase Bank USA, N.A., provides for the resolution of claims or disputes by binding arbitration. If we are unable to reach satisfactory arrangements, the filing of an arbitration claim will be evaluated. If an arbitration award in favor of Chase Bank USA, N.A. is granted, we intend to pursue legal remedies available pursuant to the award. This firm practices law in DC, GA, MD, NC, SC, TN, TX, VA and WV. Accounts in other jurisdictions may be forwarded to an attorney licensed in that jurisdiction should a local attorney become necessary. This does not affect your rights set forth in this letter or any other rights you may have.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or a copy of a judgment if one exists and mail you a copy of such verification or judgment. If you request from this office in writing within 30 days from receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

To discuss payment arrangements, please contact us at 1-800-817-3214

Sincerely,
MANN BRACKEN, LLC

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ADL - 126 - 70550100

MANN BRACKEN, LLC
ATTORNEYS AT LAW
HOURS OF OPERATION:
MON - THURS, 8:00AM - 5:00PM (EST)
FRI, 8:00AM - 5:00PM (EST)
SAT, 8:00AM - 12:00PM (EST)